

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **RM5033**Due Date: **12/28/04 at 3:00 P.M.**

Date Sent: December 7, 2004

Goods and services to be

CONTRACT TO PROVIDE DOC INMATES WITH LEGAL SERVICES**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: RM5033
Due Date: 12/28/04

Vendor Name:

Description
CONTRACT TO PROVIDE DOC INMATES WITH LEGAL SERVICES AT THE DUCHESNE, UINTAH AND DAGGETT COUNTY JAILS, PER THE ATTACHED SPECIFICATIONS.
QUESTIONS ON SPECIFICATIONS CALL ENID BOURGEIOS AT (801) 576-7440. QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232. RX: 410 53000000004 COMMODITY CODE: 96150

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

Multi-Step Bid
LEGAL SERVICES FOR PRISON INMATES OF THE
DUCHESNE, UINTAH and DAGGETT COUNTY JAILS
Solicitation # RM5033

PURPOSE OF MULTI-STEP BID PROCESS

The purpose of this multi-step bid process is to enter into a contract with an attorney or qualified legal firm to fulfill the Utah Department of Corrections (UDC) obligations imposed by the U.S. Supreme Court to provide prison inmates with reasonable access to courts, for challenging their convictions and testing conditions of Confinement (See Smith v. Bounds, 430 U.S. 817, 97 S. Ct. 1491, 52 L.Ed.2d (1977)). The Department has chosen to provide such access through contract attorneys. It is anticipated that this bid may result in a contract award to a single contractor.

This document is designed to provide interested bidders with sufficient basic information to submit both a technical bid and a price bid meeting minimum requirements. Under this multi-step sealed bid procurement, price bids will be considered only in the second phase and only from those bidders whose unpriiced technical bids are found acceptable in the first phase.

BACKGROUND

CONTRACTOR will meet with all offenders requesting legal services to test either the legality of their incarceration or conditions of confinement at the facility. This outcome will be measured by legitimate offender grievances claiming inadequate access to legal services.

ISSUING OFFICE AND BID REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Corrections, Division of Institutional Operations. The reference number for the transaction is Solicitation # RM5033. This number must be referred to on all bids, correspondence, and documentation relating to the BID.

SUBMITTING YOUR BID

One original and three (3) identical copies of your technical bid, and one copy of the price bid (submitted in a separate envelope marked "**Price Bid**") must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Bids received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this bid will be for a period of five (5) years. It will become effective February 1, 2005 and terminate on January 31, 2010. The Contract may not be extended beyond the original period.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for three years. Following the guarantee period, any request for

price adjustment must be for the remainder of the contract and must be made at least 60 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this bid will include the State's standard terms and conditions. These may be accessed at: <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Ed Kingsford via email at: ekingsfo@utah.gov or Enid Bourgeois at: ebourgeois@utah.gov. Questions are due by 5:00 p.m. seven days prior to the close of this bid. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

DISCUSSIONS WITH BIDDERS

A discussion between the State Purchasing agent and a bidder to clarify their technical bid may be required at the sole discretion of the State after submittal of technical bids. However, the State may award a contract based on the initial technical bid received without discussion with the Bidder. If a bidder is required to meet with the State for clarification, any expenses incurred by the bidder will be at the bidder's expense.

PROPRIETARY INFORMATION

After award, all bids become public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire bid may not be marked as proprietary. Bidders must clearly identify in the Executive Summary and mark in the body of the bid any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Bids may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

The successful offeror under this multi-step bid process will be required to provide the following services:

- A. Assist inmates who are incarcerated at the Duchesne County Jail, Dagget County Jail and Uintah County Jail, in drafting and filing pleadings in both federal and state courts in the form of complaints in lawsuits designed to test either the legality of their incarceration or conditions of confinement at the facility. Actions may be brought under several different legal theories, but typically involve lawsuits under the Civil Rights Act of 1871, 42 U.S.C. Section 1983, and writs of habeas corpus.
- B. The term "assisting" as used above, means all of the following:

1. Visiting the Duchesne, Dagget and Uintah County Jails to interview each inmate requesting an appointment.
2. Keeping sufficiently detailed and accurate records to thoroughly document contractor's performance under any contract resulting from this Bid to include initial contact report, interviews with the inmate and the type and amount of services provided.
3. Screening inmate claims for meritorious legal content. A claim is meritorious if it can be supported by a good faith argument for the extension, modification or reversal of existing law.
4. Conducting the amount of legal research reasonably necessary to support inmate claims having legal merit.
5. Assisting inmates in drafting pleadings setting forth inmate legal claims having legal merit.
6. Assisting inmates in securing case law and other authority relevant to pending legal actions being handled by the contract attorneys by completing legal research and/or photocopying records, such as ICRs, MD-1s, grievances, or other legal material that relate directly to the first set of pleadings filed in the courts on behalf of the inmate. Photocopies made pursuant to this provision will be at UDC expense. Attorneys will have access to a copy machine at the UDC facility.
7. Assisting inmates in filing legal documents within the scope of this Bid by addressing, franking and posting inmate pleadings from the contract attorney's place of business.
8. Assisting inmates in administrative proceedings held pursuant to UDC Policy and Procedure Chapter FI 15, Involuntary Treatment, and FI16, Involuntary Transfer to State Mental Hospital for Treatment. Note: In these cases, contract attorneys will provide inmates with attendance and full legal representation (including, but not limited to, assistance in drafting and filing pleadings, presenting evidence, cross-examining witnesses, making objections and making oral argument) at every stage of UDC's involuntary treatment/involuntary transfer proceedings. UDC coordinates the hearing officer to hear these Cases. Note: Duties of contract attorneys in other areas do not extend past the filing of pleadings.
9. Assisting inmates in lawsuits in which an inmate housed at the Duchesne, Dagget and Uintah County Jails alleges that the Utah Board of Pardons has denied him parole in a manner in violation of his rights secured under the U.S. Constitution or the Utah Constitution.
10. Assisting inmates in filing of motions to precede "In Forma Paupers" for indigent inmates.
11. Providing legal services by means of telephone and/or mail to inmates housed outside the state of Utah whose causes of action arose while housed within the state of Utah.
12. Acting as an attorney in a manner consistent with the current version of the Utah State Bar's Rules of Professional Conduct.

- C. Assist UDC staff in screening inmate requests for photocopies of legal material to determine if the material is in fact legal.
- D. Assist UDC staff in screening inmate-to-inmate legal mail to determine if such mail is in fact legal.
- E. Assist UDC staff in determining if inmate property labeled as legal-privileged material is in fact legal- privileged material, such as attorney-client correspondence and other non-public material that could compromise the inmate's legal position if disclosed.
- F. Provide monthly statistical data on the amount and type of services provided.

TECHNICAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Attorneys must be active members of the Utah State Bar and in good standing. Bidder must have a minimum of three years experience of practicing law in Utah or any other jurisdiction. Bidder must have experience in and a working knowledge to competently proceed with general litigation. Bidder must also have a working knowledge of applicable federal and state habeas corpus law.

Each attorney servicing prisoners must be covered by a legal malpractice insurance policy of at least one million dollars combined coverage and \$250,000 per occurrence. Bidders shall obtain from its insurer(s) and shall provide to UDC a copy of the "Certificate of Insurance" that indicate that the required coverage is in effect and that the insurer will give UDC sixty (60) days notice of any modification, cancellation or non-renewal of the policy. Thereafter, on an annual basis or upon request from UDC, CONTRACTOR shall provide UDC with evidence that the CONTRACTOR has the insurance coverage required by this Contract.

TECHNICAL BID FORMAT

All technical bids must be organized and tabbed with labels for the following headings:

- 1. **Bid Form.** The States Invitation to Bid form completed and signed.
- 2. **Executive Summary.** The one or two page executive summary is to briefly describe the bidder's technical bid. This summary should highlight the major features of the technical bid. It must indicate any requirements that cannot be met by the bidder. The reader should be able to determine the essence of the technical bid by reading the executive summary. Proprietary information requests should be identified in this section.
- 3. **Detailed Response.** This section should constitute the major portion of the technical bid and must contain at least the following information:
 - A. A complete narrative of the bidder's assessment of the work to be performed, the Bidders ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the bidder's understanding of the desired overall performance expectations.
 - B. A specific point-by-point response, in the order listed, to each requirement in the technical bid.

TECHNICAL BID EVALUATION CRITERIA

Each area of the evaluation criteria must be addressed in detail in the technical bid. A committee will evaluate technical bids and score each criterion as either:

- Acceptable – Criterion is met.
- Potentially Acceptable – Clarification from bidder is required to determine if the criterion is met; or evaluators believe that the bidder has the capability to meet the criterion by modifying their technical bid.
- Unacceptable – Criterion is not met, nor is the bidder capable of meeting the criteria.

EVALUATION CRITERIA

Demonstrated technical Abilities: Bidders must have three (3) year of legal experience, general litigation experience, and federal and state habeas corpus experience.

Qualification and expertise of staff proposed for this project. The support infrastructure shall have paralegals, legal secretaries, law clerks, word processing equipment, access to a legal database to assist offerors in providing legal services to inmates at the facility.

The CONTRACTOR shall visit inmates within seven (7) working days upon receiving a request for legal assistance. CONTRACTOR shall conduct research and send follow-up documents, including pleading drafts to inmate within seven (7) days of the initial interview. UDC is aware that in a few cases, where extensive research and/or investigations are required, additional time may be needed. HOWEVER, CONTRACTOR acknowledges that timely attention to inmates requesting legal assistance is of the essence, every reasonable effort shall be made by CONTRACTOR to render requested services in a timely manner.

CONTRACTOR will have available by telephone during normal business hours a staff member knowledgeable of the inmates' case to answer questions inmates may have regarding their case. In the event the staff member cannot answer the question, the inmate will be provided the information requested at the next scheduled interview or by mail.

CONTRACTOR will respond to inmates' correspondence requesting legal advise within seven (7) days for those inmates not wishing to schedule an appointment with attorney(s).

COST PROPOSAL :

Cost is to be submitted based on a per hour cost billed in quarter hour increments. This cost should include all direct, indirect and incidental costs. For example, office personnel, telephone costs, research time, etc. Travel to and from the above referenced facilities should not be included as travel costs and will not be paid under this contract. The following information is provided for informational purposes only.

During the last year, the number of legal services contacts/proceedings with inmates has averaged about **8 per month** with an average of 7.5 hours billed per month from the current inmate population of 233 at the stated county jails. This estimate is based upon the last fiscal year's billings, and should include the number of attorney hours and the amount of clerical/administrative time require to support contract-related activities.

Number of Inmates in the County Jails:

- A. Duchesne County Jail - 139 inmates
- B. Dagget County Jail - 63 inmates

C. Uintah County Jail - 31 inmates

Under the contemplated contract, the contract attorneys will represent inmates only in legal matters designed to challenge convictions and test conditions of confinement at the facility. The time any contract attorney spends on provision of services under the contemplated contract is likely to be influenced by such factors as the extent of the practitioner's general legal skills, his knowledge of civil procedure, constitutional law as it pertains to offender rights, correctional law, and the efficiency of support staff.

Please be advised that the Department of Corrections has not independently verified the number or length of legal services contacts with inmates by contract attorneys for these facilities. Accordingly, the figures given above are cited for informational purposes only and should not be construed as a warranty that any contract drawn up in pursuance of this Bid can be adequately performed in any given time frame, or in any given number of contacts/proceedings. Bidders will rely upon these estimates at their peril.

BID PRICE FORMAT

Price will be evaluated independently from the technical bid. Only those firms who have been determined as "acceptable" during the technical evaluation (step one) will proceed to the price evaluation (step two). Please enumerate all costs on the attached Price Bid Form. Award will be made to the lowest bid from the firm determined to have submitted a technically acceptable bid. Bid price should be submitted in a separate sealed envelope along with the technical bid. Mark the outside of the pricing envelope with the solicitation number and the company name.

Multi-Step Bid Technical Rating Sheet
Legal Services for Duchesne, Uintah and Daggett County Jails
Bid #RM5033

Bidder: _____

Evaluator: _____

Date: _____

	Check One			Evaluator Notes
	Acceptable	Potentially Acceptable	Unacceptable	
1. Bidder has 3 years of legal experience, general litigation experience and federal and state habeas corpus experience. Bidder must provide proof of membership in good standing with the Utah Bar Association.				
2. Bidder has support infrastructure; paralegals, legal secretaries, word processing equipment, access to a legal database to assist bidders in providing legal services to inmates at the facilities. Support staff knowledgeable of the inmate's case, will be available by telephone during normal business hours.				
3. Bidder must for visit inmates within 7 working days of receipt of a request for legal assistance. Bidder will conduct research and provide follow-up documents within 7 days of initial interview.				
4. Bidder must respond to inmates' correspondence requesting legal advise within 7 days for those inmates not wishing to schedule an appointment.				
5. Bidder has provided proof of insurance of at least one million dollars combined coverage and \$250,000 per occurrence.				
6. Bidder's has provided detailed plans for reporting the delivery of service and applicable timeframes in order to determine that delivery of				

[illegible]

PRICE BID

Price is to be submitted based on the following: An hourly rate (billed in quarter hour increments reflecting all direct, indirect and incidental costs will be charged for legal services rendered to inmates incarcerated in the stated county jails

(Any deviation from this format may result in disqualification of bid)

Hourly Rate: \$_____/per hour

(The hourly rate should be quoted at a flat rate for all services rendered under the terms of the contract such as office personnel, telephone costs, research time, etc. Travel time to and from the various jails will not be paid under contract.)

